

May 4, 2011

Received & Inspected

JUN 13 2011

FCC Mail Room

Docket No. 02-6 "Request for Review"

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

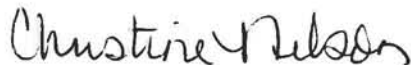
RE: Achieve Career Preparatory Academy BEN 16057205
FRN:2051536
471 Application number 756133
SPIN 143031112

Ms. Dortch,
I am writing to request a review of funding for Achieve Career Preparatory Academy for Internet service. There was a change in personnel when this error occurred and was not found until now.

Ms. Truman was the person filing forms for Achieve Career Preparatory Academy for the 2010 filing year. It appears that Ms. Truman accidentally requested a one-time charge of \$499 instead of a monthly charge for Internet service from ShutterNet/V2Ventures/Proficient. The attachment 21 was a contract that indicated the monthly charge of \$499. The PIA reviewer apparently did not catch the error. Only when reviewing paperwork for wrapping up this school year did I catch it. I am requesting that this situation be reviewed again to consider funding of \$499 billed each month.

Thank you for your time and consideration in this matter. If you have any questions, please email me at christine.nelson@leonagroup.com or call me at 517-203-3738.

Sincerely,



Christine Nelson
The Leona Group, LLC
4660 S. Hagadorn Rd. Ste. 500
East Lansing, MI 48823

No. of Copies rec'd _____
List A B C D E _____

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BASIC INTERNET SERVICES AGREEMENT AND TERMS & CONDITIONS

This BASIC SERVICES AGREEMENT (the "Agreement") is entered into this 11th day of October 2010 between V2 Ventures, LLC d/b/a Proficient Telecom, whose Service Provider Identification Number is 143032068 ("Proficient" or "Company") and Achievement Preparatory Career Academy ("Client").

Provision of Services. Proficient shall install (1) T-1 1.5 Mbps connection to the Internet at the Client's address: 301 Collingwood, Toledo, OH 43604 (the "Service" or "Services") on or about November 1, 2010 ("Activation Date"), and shall continue to provide such connection to the Internet until and through the last day of the month which is 12 months subsequent to the Activation Date. Proficient will order, configure, and maintain Client's local loop(s). In the event that the telephone company provider ("LEC") cannot provision the telephone circuit(s) required to provide Service in a timely fashion and within the constraints of Proficient's agreements with the LEC, either party may terminate and/or renegotiate this Agreement with (20) days written notice.

Payment and Term. Client shall pay an installation charge in the amount of \$0.00. Beginning with the Activation Date, Client shall pay the monthly sum of \$439.00 and shall continue to make such monthly payment through the last day of the month which is 12 months subsequent to the Activation Date, at which time this Agreement shall automatically be renewed for successive 12 month periods, subject to earlier termination as set forth herein, unless either party notifies the other on or before 60 days prior to the end of the then existing term. Proficient reserves the right to change its rates for any renewal term by notifying Client at least 60 days in advance of the effective date of such rate change. Client acknowledges that circumstances beyond the control of Proficient may cause a delay in turning up the Services in which case the monthly payment shall commence on the date the Services are activated; provided, however, in the event the delay in activating the Services is the result of Client's failure to provide access to the address where the Services are to be installed, monthly payments shall commence on the date Proficient would otherwise have activated the Services had Proficient been provided the necessary access.

Use of Services. Subject to the terms and conditions of this Agreement, Proficient shall provide to Client the specified Services, solely for Client's own use, and not for the use or benefit of any third party. Client may allow its employees, agents, and other users to access the Services on Client's behalf, provided Client communicates the terms and conditions of this Agreement to all potential users, and obtains from each user a substantively equivalent agreement that limits the liability of Proficient as described in this Agreement. Client takes full responsibility and bears the full consequences for the use of the Services by any minors and hereby consents to such minors' use of the Services. The Services provided by Proficient to the Client are not for resale without the prior written agreement of Proficient. In the event the Client attempts to sell the Services, including the routing of Internet Protocol traffic from other individuals or organizations, Proficient must be notified. In such case, Proficient may, at its sole discretion, increase the fees associated with the Services rendered hereunder, or terminate this Agreement.

Restrictions. Client shall only use the Services for lawful purposes, in compliance with all applicable laws including, without limitation, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material through use of the Services, attempting to compromise the security of any networked account or site, making direct threats of physical harm or mass distribution of unsolicited communications (i.e. "Spamming"). Client and its users shall observe all generally accepted Net protocols. This includes sales practices, mass unsolicited e-mail distributions (which are prohibited), advertising on discussion boards / newsgroups (overt, direct ads are prohibited), language and other items as are in effect from time to time. To comply with applicable laws and lawful government requests, to operate its Services properly, or to protect itself or its account holders, Proficient reserves the right to access and disclose any information, data, graphics, video, sound, files and other content created by, provided by, or accessed by Client ("Content"). This may also include disclosing account holders' names and other registration and identification information. Proficient reserves the right in its sole discretion, but shall not be obligated, to remove from public view any Content incorporated on or through its Services. Proficient will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity if which it becomes aware.

Equipment; Security. Unless otherwise set forth in Exhibit "A", Client shall be responsible for obtaining and maintaining any equipment needed to connect to, access, and otherwise use the Services, including, without limitation, modems, routers, computing hardware, software, and local and long distance telephone service. Unless provided for otherwise by Proficient, Client shall be responsible for ensuring such equipment is compatible with the Services. Client shall also be



responsible for maintaining the security of all its accounts, passwords, files, and any content it disseminates through using the Services, and for all uses of its accounts, with or without Client's knowledge or consent.

Upgrades and Support. From time to time, Proficient may (and has the right to) send information and offers to Client and its users about upgrades, documentation and other services offered by Proficient. Notwithstanding the foregoing, unless otherwise agreed in writing, under no circumstances shall Proficient have any obligation to provide Client with upgrades, enhancements, modifications, or support for the Services other than as set forth herein.

IP Addresses. Except as otherwise stated in Exhibit A, Proficient will assign 8 IP addresses (6 useable) based on the number of work stations / nodes and as they are needed and used by Client. IP blocks are for Client use only and it is understood that Proficient will not guarantee routing of any IP's of any user other than Client, even if such IP address is part of a block assigned to Client by Proficient. IP addresses are not portable. If Client discontinues Service with Proficient, it will need to obtain new IP addresses. Proficient will have no responsibility or liability for any actions or costs incurred by Client in obtaining or reconfiguring its equipment with new IP addresses.

Circuit Extensions and Cross Connects. Prices listed herein are exclusive of any taxes, tariffs, telecommunications surcharges, or other fees that may be imposed from time to time by applicable third parties, law, or regulations. Such surcharges or fees include, but are not limited to, cross connect fees for Client provisioned local loops, telecom circuit extension fees, electrical extensions, Service calls, and fees for jacks and other peripheral equipment provided by a third party and/or not contracted for herein. Circuit Extensions shall be defined as the extension from the LEC point of entry to the Client's desired demarcation location. In cases where Client is a lessee of the facilities in which Service is to be installed, Client assumes complete responsibility for all negotiations with lessor regarding access rights and any delays associated therewith. Client also assumes all responsibility for any costs assessed to Client by lessor as a result of the installation of Internet connectivity.

Payment Obligations. Client shall pay monthly to Proficient the fees for all Services provided, including all applicable LEC charges, as set forth in this Agreement. Services specified as "Installation" shall be due at time Service is installed. If the Services in this Agreement include Burstable Internet, monthly charges shall vary in accordance with the rate plan selected based upon the applicable port fee plus the bursting fee, calculated on total megabits transmitted per month to and from Client during such month as determined solely with reference to the usage log files maintained by Proficient (NOTE: Although computer files are often measured in "Bytes", data line speeds are measured in "Bits" and, as such, are the most accurate incremental billing unit). Each invoice will also show any fees due for usage for the previous completed month and are due at the same time as the current charges. Failure to pay fees on a timely basis may result in interruption or termination of the Services. Should the Services be terminated, interrupted or discontinued due to non-payment, Proficient may at its option require Client to pay a restoration charge and pre-deposit future payments, in addition to any current late payment charge and interest, prior to reconnecting the Services. Unpaid invoices are subject to Proficient's then-current late payment charge and interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection, including attorney's fees.

Termination. This Agreement shall be effective and binding upon the parties hereto upon full execution by both parties and shall continue for the term set forth above. Should Client seek to relocate Services to another location, Client shall be liable for charges as outlined in the then current Move Relocation Policy. Either party may terminate this Agreement without notice upon the other party's breach of any term, condition, or obligation hereunder if such breach is not remedied (i) within ten (10) days from the date of written notice with respect to any monetary obligation, and (ii) within 30 days from the date of written notice with regard to any other breach.

Internet Content. Proficient hereby **WARNS** Client that a vast variety of content is available on the networks to which the Services provide access. Some of this content may be deemed shocking, distasteful, misleading, inaccurate or otherwise



harmful to Client and/or users. Proficient has no obligation to screen, edit, monitor or otherwise censor content in any way. Client hereby acknowledges Proficient has, and shall have, no liability for how the Services are used, what content is posted or accessed, or what effects the content may have on Client and its users, or how they may interpret or use such content. Client agrees to hold Proficient harmless from all consequences of Client posting, accessing or using content, as well as claims resulting from Client's or anyone else's access to the Services and their use.

Electronic Communications Privacy Act Notice (18 USC 2701-2711). PROFICIENT MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON ITS NETWORK OR ANY NETWORK ATTACHED TO ITS NETWORK. Proficient will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on Proficient's equipment, transmitted over networks accessed by the Services, or otherwise connected with Client's use of the Services. Client agrees that due to the state of the art, unauthorized access to their site is possible. Proficient acts solely as a provider of the Services, and other than as stated otherwise herein, does not provide any filtering or protection from the activities of the Internet as a whole. The Client is responsible for analyzing, implementing, maintaining, and monitoring network security as it pertains to their site. In order to help maintain the security of the Proficient environment, Proficient may control access to privileged modes of operation on the Proficient network. Any attempts by Client to bypass or otherwise thwart security on privileged modes of operation, or gain unauthorized access to any Proficient facilities, will constitute a breach of this Agreement. In the event of such breach, all moneys due through the end of the contract will become due and payable immediately, and the Service will be immediately terminated, and Client may be liable for other damages as well. Client agrees to inform Proficient of any apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a user ID or password. Until Proficient is notified by electronic or conventional mail, or by telephone, of a breach of security, Client shall remain liable for any unauthorized use of the Services.

Proficient Provided Equipment. For the term of this Agreement, Proficient shall provide to Client the equipment specified in Exhibit "A" (the "Equipment"). Except as provided for in Exhibit A, Client, at Client's own cost and expense shall maintain and keep the Equipment in good repair, condition and working order, and Client shall use the Equipment lawfully, in a careful and proper manner, and shall not alter the Equipment without Proficient's prior written consent. Proficient reserves the right to inspect the Equipment at any reasonable time. The Equipment is for the express purpose of use by the Client, and no persons or entities other than Client may use, store or operate the Equipment without the written consent of Proficient. The Equipment is, and at all times shall remain, the sole and exclusive property of Proficient, and Client shall have no right, title or interest therein, except as set forth by this Agreement. Except as described in this Agreement, Client has no right to purchase or otherwise acquire title to or ownership of any of the Equipment or property of this Agreement no matter that the Equipment or any part thereof may now be, or hereafter become, attached or affixed to real property or any improvements thereon. Client, upon the termination or expiration of this Agreement, shall return, at its sole cost, the Equipment in good repair and condition (normal wear and tear excepted) to Proficient. Client shall maintain adequate insurance on the Equipment to insure against damage to or loss of the Equipment.

Warranty Disclaimer. Client uses the Services at Client's own risk. Proficient, its employees, affiliates, agents, third-party information providers, merchants, licensors and the like, do not warrant the Services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the Services, or as to the accuracy or reliability of any content, product, service, or merchandise provided through the Services. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT BY WAY OF LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SERVICES OR ANY CONTENT OR SOFTWARE THEREIN.

Confidential Information. Client shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by Proficient, or information which Client knows or has reason to know is confidential, proprietary or trade secret information of Proficient.



Force Majeure. Client shall not hold Proficient liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, modification, termination or cancellation for any reason of any of its Services related quotes or agreements with third parties, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences.

Limitation of Liability. Notwithstanding anything contained in this Agreement or otherwise, Proficient will not be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory (i) for any amount in excess of the amount due from Client for the Services for the 1 month period immediately prior to the date the cause of action arose or (ii) for any incidental, consequential, exemplary or punitive damages of any kind, including, without limitation, loss of data or files, lost profit, loss of goodwill, time, savings or revenue.

Miscellaneous. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Proficient's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to the conflict of laws provisions thereof. Both parties agree this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all modifications must be in a writing signed by both parties, except as otherwise provided herein. Proficient may assign this Agreement to any present or future parent, affiliate, wholly owned subsidiary, or successor at any time. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Proficient in any respect whatsoever. In the event of a breach of this Agreement, or a dispute with respect hereto, which cannot be settled by the parties through negotiation, the parties agree to submit the matter to any Court in St. Louis County, Missouri having jurisdiction over these matters, or, if such court is unavailable or such Court deems it does not have proper jurisdiction, the parties agree to submit the matter to binding arbitration in St. Louis County, Missouri, pursuant to the Commercial Rules of the American Arbitration Association. In addition, the prevailing party shall be entitled to recover costs and attorneys' fees. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement is subject to other terms and conditions as may be posted from time to time at www.proficienttel.com or any subsequently designated website. Client shall pay any applicable federal, state or locally mandated or allowed taxes (except taxes on Proficient income), and any surcharges, fee, user fees, and universal service contributions related to the Services provided pursuant to this Agreement that Proficient may choose to pass through. Proficient reserves the right to require the pre-deposit of future payments pursuant to its credit and collections policy as may be in effect from time to time. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. CLIENT RECOGNIZES AND AGREES THAT THE WARRANTY, LIABILITY AND REMEDY DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT, THAT WITHOUT THEM PROFICIENT WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY COMPANY TO ENTER INTO THIS AGREEMENT.

[Signatures follow on the next page.]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

V2 Ventures, LLC d/b/a Proficient Telecom

By: Jim Weyand

Print: Jim Weyand

Title: Member

Address: 29299 Franklin Road

Southfield, MI 48034

Phone: 800-734-7477

Fax: 248-544-7155

Client

By: Kerry Gordon-Kees

Print: Kerry Gordon-Kees

Title: School Leader

Address: 301 Collingwood

Toledo, OH 43604

Phone: (419) 243-8559

Fax: (419) 243-8583



Exhibit "A" – Proficient Provided Hardware and Services

Proficient is providing Client the following equipment per the **BASIC INTERNET SERVICES AGREEMENT AND TERMS & CONDITIONS**. This equipment will be configured and installed by Proficient, at the prices listed below, at Client's location, the address for which is provided above. Once installed at Client's location, the equipment will be operated, and maintained by Client and the original equipment manufacturers warranty shall apply.

The following equipment & additional service is being provided:

Proficient will provide use of a configured T1 router at a cost of \$0.00.

Client or their representative will:

Be responsible for the LAN side of the router including but not limited to:

- Providing a suitable location for the Proficient Telecom provided router
- Internal Wiring
- Providing a suitable firewall
- All Internal Server and Desktop Computers

Form 471 756133 RAL Funding Requests Report

FRN: 2051536

IF YOU WISH TO CANCEL THIS FRN, PLEASE CHECK HERE _____

Item #	Data Entered on FCC Form 471	Make Corrections Here
11. Category of Service	Internet Access	
12. 470 App#	581770000807116	
13. SPIN	143031112	
14. Service Provider Name	V2 Ventures, LLC	
15b. Contract Number	AC01	
16a. Billing Account Number	AC01	
16b. Multiple Billing Account Numbers	N	
18. Contract Award Date	02/10/2010	
19. Service Start Date	07/01/2010	
20a. Service End Date		
20b. Contract Expiration Date	06/30/2013	
22. Block 4 Entity or Worksheet No	16057205	
23a. Monthly Charges	\$0.00	
23b. Ineligible Monthly Amt	\$0.00	
23c. Eligible Monthly Amt	\$0.00	
23d. Number of months of service	12	
23e. Annual Pre-discount Amount for eligible recurring charges	\$.00	Calculated - Not Input
23f. Annual Non-Recurring (One-Time) Charges	\$499.00	
23g. Ineligible Non-Recurring Amount	\$0.00	
23h. Annual Pre-discount Amount for eligible Non-Recurring charges	\$499.00	Calculated - Not Input
23i. Total Pre-discount Amt	\$499.00	Calculated - Not Input
23j. Discount from Block 4	90	See Block 4 Above
23k. Funding Commitment Request	\$449.10	Calculated - Not Input
25f. Service provider assistance with funding	No	